

PARKING LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026
by and between:

THE FIRST BAPTIST CHURCH OF POMPANO BEACH, a Florida not for profit corporation, whose address is 138 NE 1st Street, Pompano Beach, Florida, (“Licensor”)

and

CITY OF POMPANO BEACH, a Florida municipal corporation, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida (“Licensee”),

W I T N E S S E T H:

1. DEMISE; DESCRIPTION OF PREMISES; AND GRANT OF LICENSE.

Licensor grants to Licensee a revocable license to use one hundred twenty-six (126) parking spaces within the Licensor’s parking lot located at 117 NE 1st Street, Pompano Beach, FL 33060 during the Term (defined below), for the purpose of providing additional parking for patrons of surrounding commercial establishments and other parking needs. The Licensor’s parking lot is located and bounded by N.E. 1st Street, N.E. 1st Avenue, N.E. 2nd Street, and N.E. 2nd Avenue.

The parking spaces are located within the parking lots known as the CYAN Lot (44 parking spaces) and the MAGENTA Lot (82 parking spaces), which are more specifically described in Exhibit “A,” which is attached and made a part of this Agreement. As used in this Agreement, the term “Premises” refers to the one hundred twenty-six (126) parking lot spaces described above, and to any improvements located on such parking spaces from time to time during the term of this Agreement.

2. TERM.

The Term of this Agreement shall be for a period of five (5) years commencing on the date of execution of this Agreement by all Parties (“Commencement Date”), unless sooner terminated as provided in this Agreement.

Licensee’s rights under this Agreement are exclusive as defined in this Agreement, but may be revoked by Licensor and this Agreement canceled at any time with 180 days’ prior written notice to Licensee, in which event the License Fee as defined in Section 3(a) shall be prorated through the effective termination date. Licensee may cancel this Agreement at any time with 60 days’ prior written notice to Licensor. Nothing in this Agreement shall be construed to grant Licensee exclusive possession or control. Licensee shall have exclusive use of the Premises in accordance with the terms of the Agreement.

3. **FEES.**

a. **License Fee.** In consideration for use of the Premises, Licensee shall pay Licensor a license fee, inclusive of Florida sales taxes, where applicable, until this Agreement expires, terminates, is cancelled or otherwise ends. The base license fee for each year of the five (5) year Term of this Agreement shall be \$60,480.00, payable in monthly installments totaling \$5,040.00, or \$40.00 per parking space, per month for each of the 126 spaces (the "License Fee").

b. In addition to License Fee, Licensee agrees to pay, and Licensor shall invoice Licensee, 40% of the monthly landscaping expenses for the Licensor's parking lot, including the Premises and the Red Lot and Green Lot (together, the "Parking Lot"), not to exceed \$650 per month as described in subparagraph d below. Licensor shall ensure that the monthly landscaping expenses invoiced to Licensee shall not include expenses for areas not located within Licensor's Parking Lot. Licensor shall provide Licensee a copy of each landscaping invoice with its monthly invoice for the License Fee.

c. **License Fee Payments.** Licensee shall make the first monthly installment of the License Fee on the Commencement Date and on the first day of each calendar month thereafter. The License Fee may be paid by check or wire transfer made payable to Licensor. If the Term commences or terminates on a day other than the first day of a calendar month, the License Fee shall be prorated for such month. Any excess License Fee paid by Licensee with respect to a partial month shall be credited to the License Fee due with respect to the following month of the Term.

d. **Payment of Landscaping Expenses.** The Licensor shall invoice Licensee for the monthly landscaping expenses in arrears. All payments by Licensee shall be made after the Invoice has been verified and completed. Unless disputed by Licensee, upon Licensee's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, Licensee shall forward payment within forty-five (45) days. Licensee shall provide Licensor written notification of any disputed charge within 30 days of receipt of the disputed invoice. If Licensor agrees that the disputed invoice is not accurate, Licensor shall provide a revised and corrected invoice. Notwithstanding, resolution of disputed payment requests or invoices will be in accordance with §218.72, Florida Statutes.

4. **USE OF PREMISES.**

a. The Licensee shall have access to and use of the Premises containing one hundred twenty-six (126) parking spaces in the CYAN and MAGENTA lots as identified in **Exhibit "A,"** seven (7) days a week, 365 days a year, except those days and times listed as exceptions in this Agreement.

b. Licensee shall also have access, if needed and at no additional cost, to the RED and GREEN Lots (the "Additional Lots") also identified in **Exhibit "A,"** for two (2) events per month, subject to the exceptions in 4(e) of this section.

c. The Licensee may permit self-parking on the Premises and, during the two events per month, the RED and GREEN lots, or use a valet parking operator to deliver automobiles to

and from the Premises for patrons visiting commercial establishments in the area during the Agreement Term.

d. The Premises do not include the parking area that is permanently available to the Licensor at all times also depicted in **Exhibit “A,”** except as otherwise provided in this Agreement. The Premises shall be used to provide for parking to patrons visiting surrounding area commercial establishments. (“Authorized Users”). This License specifically excludes owners and/or tenants of rental housing and/or other housing projects as “Authorized Users” of the Premises.

e. **Exceptions** – The Licensee will not have use of the Premises on the following days and times:

- Christmas Eve Services, typically held from 5:00 PM – 10:00 PM;
- Christmas Day Services, typically held from 9:00 AM – 1:00 PM;
- Sunday Services, typically held from 8:30 AM – 1:00 PM;
- Tuesday and Wednesday evenings from 5:00 PM to 10:00 PM; and
- Special Events hosted by Licensor, not more than six (6) times each year, with at least thirty (30) days’ advance written notice to Licensee of the date and scheduling of such special events;
- Weddings, with at least thirty (30) days’ advance written notice to the Licensee of the date and time of such events.
- Licensor retains the right to use such premises for purposes of funeral parking on an as-needed basis with a minimum of 48 hours’ prior written notice to the Licensee.

The Licensor has installed gates to the Premises. The Licensee will have no responsibility for opening or closing or utilizing the gates during the Term. Overnight parking is not permitted on Premises. Licensee may, but is not obligated to, tow or otherwise relocate vehicles parked overnight.

f. **Permits, Approvals and Fees.** It is understood and agreed that any construction or other improvements on the Premises performed by the Licensee shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the City, County, State and Federal governments, and that Licensee shall be responsible for obtaining all necessary zoning and building permits and any other approvals or permits which may be required and shall pay all related charges. The Licensor shall, to the extent required, cooperate with, support and join in all necessary applications, site plan approval, building permits, variances, special exceptions and other approvals, permits, and licenses for the construction and use of Licensee’s intended improvements, but shall bear no cost for the same.

g. **Emergency Action.** If Licensee becomes aware of a latent physical condition of the Premises that (i) was not caused by Licensee or its agents, employees, contractors, or Authorized Users and (ii) poses an imminent risk of material bodily injury or material damage to property (an “Emergency Condition”), Licensee shall promptly notify Licensor in writing. Upon receipt of such notice, Licensor shall use reasonable efforts to address the Emergency Condition within a reasonable time under the circumstances.

If the Emergency Condition presents an immediate threat to life or property requiring action before Licensor can reasonably respond, Licensee may take temporary measures strictly necessary to mitigate the imminent risk. Licensor shall reimburse Licensee for the reasonable, documented costs incurred by Licensee for such temporary measures.

5. WARRANTIES OF TITLE AND QUIET POSSESSION.

Licensor covenants that Licensor is seized of the Premises in fee simple and has full right to enter into this Agreement and that Licensee shall have an exclusive revocable right to use the Premises (and a nonexclusive revocable right to use the Additional Lots) as expressly provided in this Agreement and be subject to the exceptions and conditions of this Agreement. The individual executing this Agreement and related documents on behalf of Licensor is duly authorized to take such action, which action shall be, and is, binding on Licensor.

6. ACCESS AND USE.

If, for any reason whatsoever, Licensor cannot provide access to and use of the Premises to Licensee on the Commencement Date, as specified above, this Agreement shall be void or voidable by Licensee, or the Licensor shall grant the Licensee a proportionate reduction of License Fee covering the period between the Commencement Date and the time when Licensor actually provides access to the Premises.

7. USES PROHIBITED.

Licensee shall not use or permit the Premises, or any part of them, to be used for any purpose other than the purpose for which the Premises are licensed. No use shall be made or permitted to be made of the Premises or acts done that will cause a cancellation of any insurance policy covering the Premises; nor shall Licensee sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies. Licensee shall, at its sole cost, comply with all requirements pertaining to the Premises, including taking all actions necessary for the maintenance of insurance, as provided in this Agreement.

8. WASTE AND NUISANCE PROHIBITED.

During the term of this Agreement, Licensee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Licensor. Licensee shall not commit or suffer to be committed any waste or nuisance on the Premises. Licensee shall be responsible for any penalties or fees assessed against Licensor resulting from violations of law arising from Licensee's use of the Premises.

9. LOSS OF PERSONAL PROPERTY ON PREMISES.

Any personal property left on the Premises shall be deemed to be abandoned, at the option of Licensee, except any property that may be encumbered to Licensor.

10. LICENSOR’S RIGHT OF ENTRY.

Licensee shall permit Licensor and Licensor’s agents and employees to enter the Premises at all reasonable times for the purpose of inspecting the premises, or for alterations, additions, or repairs, without any rebate of License Fee and without any liability to Licensee for any loss of occupation or quiet enjoyment of the Premises, unless the alterations, additions, or repairs render the Premises unusable for a period of more than twenty-four (24) hours occurring during times not designated as exceptions in this Agreement.

For periods exceeding twenty-four (24) hours outside of the listed days and times of exception in the Agreement, the Licensor shall abate and prorate the License Fee due while any portion of the Premises is not available for the Licensee’s use. Any abatement shall apply only to the number of parking spaces rendered unusable. In accordance with Section 3 of this Agreement, the monthly License Fee per parking space is Forty Dollars (\$40.00). For each parking space unavailable for more than twenty-four (24) hours outside the designated exception periods, the License Fee shall be abated on a per diem basis. The per diem amount for each parking space shall be calculated by dividing \$40.00 by the number of days in the applicable calendar month and multiplying such amount by the number of days such parking space is not available. The per diem amount shall be multiplied by the number of spaces that are not available for the Licensee’s use to calculate the amount of the abatement. The abatement shall be reflected as a reduction in the following month’s License Fee due to the Licensor.

11. ASSIGNMENT.

Licensee shall not assign this Agreement, or any interest in it, without Licensor’s prior written consent, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without consent shall be void and shall, at the option of Licensor, terminate this Agreement. Should the Licensee desire to assign any portion of this Agreement or any interest in it, as described in the Agreement, the Licensee must obtain the Licensor’s approval in advance and in writing, and the Licensor’s approval shall not be unreasonably withheld. Notwithstanding, the Licensee may assign, without Licensor’s consent, parking operations to a valet parking operator to deliver automobiles to and from the Premises to businesses in the area.

12. NOTICES.

a. Whenever it is provided that notice, demand or other communication may or shall be given to, or served upon, either of the parties by the other, it must be in writing and forwarded (i) via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx or UPS, and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Article.

TO LICENSOR: The First Baptist Church of Pompano Beach, Florida
138 N.E. 1st Street
Pompano Beach, Florida 33060
Attention: Tony Orlandi, Church Administrator

tony@fbcpompano.org

TO LICENSEE: City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Gregory P. Harrison, City Manager
Greg.Harrison@copbfl.com

Copy to: City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Mark E. Berman, City Attorney
Mark.Berman@copbfl.com

Copy to: City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33062
Jeff Lantz, Parking Manager
Jeff.Lantz@copbfl.com
and
Suzette Sibble, Assistant City Manager
Suzette.Sibble@copbfl.com

b. The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. TAXES AND ASSESSMENTS.

In accordance with Florida Statute §196.196, Licensee's use of the Premises and the Licensor's licensing of the Premises under this Agreement shall be considered as part of the exempt purposes of the Licensor. If the Broward County Property Appraiser determines that the Licensor's Premises is not tax-exempt due to the Licensee's use, the Licensee agrees to be responsible for and pay any such ad-valorem taxes that are levied against the Premises (CYAN AND MAGENTA lots only) solely attributable to this Agreement. Licensor must provide Licensee with any TRIM notice showing ad-valorem taxes due within fifteen (15) days of Licensor's receipt of TRIM notice. Notwithstanding the foregoing provision, Licensee shall, after notifying Licensor of its intention to do so, have the right in its own name or behalf, or in the name and behalf of Licensor, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment.

14. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

a. Licensee is not obligated to make any repairs or replacements of any kind whatsoever to the Premises or improvements on it, unless such improvements were made by Licensee or the repair or replacement is required due to Licensee's use of the Premises, including,

without limitation, any damage caused by the Licensee's Authorized Users, as described in subparagraph b below. Where applicable, Licensee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting improvements made by Licensee or its Authorized Users on the Premises or any activity conducted while using the Premises. The Licensee shall be responsible for removing any and all leftover and derelict automobiles parked overnight on the Premises at its own expense. A leftover or derelict vehicle is one that has not moved for a period of seventy-two (72) hours. The Licensor may erect signage which shall provide notice to the public as to the rules of use for the Premises. Such signage may include, but is not limited to, language that prohibits the possession or consumption of alcoholic beverages on the Premises and prohibits overnight parking.

b. In case of damage to or destruction of any improvement due to Licensee's negligence or the negligent actions of its employees, Authorized Users, or agents, Licensee shall at its own expense promptly repair and restore the improvement to a condition as good as that which existed prior to the damage or destruction. All other damage to or destruction of any improvement not due to the negligence of Licensee, its employees, Authorized Users, or agents shall be the Licensor's sole responsibility. Should Licensee voluntarily remedy damages to or destruction of an improvement on the Premises, after receipt of Licensor's prior written consent, the Licensor agrees to make the proceeds of any insurance maintained by the Licensor covering the damage or destruction available to Licensee as reimbursement for its repair or replacement. If the insurance proceeds exceed the actual costs incurred by Licensee in repairing the damages or destruction, then Licensor shall be entitled to the excess proceeds.

c. Notwithstanding anything to the contrary in the immediately preceding paragraphs, in case of destruction of any improvement on the Premises or damage to such improvement from any cause other than the negligence of Licensee or its employees, Authorized Users or agents, so as to make it unusable, Licensee, if not then in default under this Agreement, may elect to terminate this Agreement by written notice served on Licensor within thirty (30) days after the occurrence of the damage or destruction. In the event of such termination, Licensee shall timely remove all Licensee-installed improvements. On termination, Licensee shall no longer have use of the Premises. On termination, License Fee and any other sums payable by Licensee to Licensor under this Agreement shall be prorated as of the termination date, and in the event any License Fee shall have been paid in advance, Licensor shall rebate them for the unexpired period for which payment shall have been made.

15. INDEMNIFICATION.

a. Licensee shall indemnify and hold harmless, to the extent provided by law and without waiving any rights of Sovereign Immunity pursuant to Fla. Stat. §768.28, the Licensor against all claims, actions, lawsuits, judgments, loss, expense or damage arising out of (i) Licensee's negligence or willful misconduct in connection with Licensee's use of the Premises or other parking areas owned by Licensor, (ii) the negligence or willful acts or omissions of Licensee, its officers, employees, agents, contractors, valet operators, or Authorized Users, or (iii) any bodily injury, death, or property damage occurring on the Premises or other parking areas owned by Licensor arising from Licensee's negligent use or willful misuse of the Premises or other parking areas owned by Licensor for so long as the aforementioned Agreement shall be in effect.

b. Notwithstanding the above, Licensor shall cooperate in the defense of any legal actions by providing existing and available information to Licensee and by providing the compilation of existing and available data and documentation to the extent necessary and pertinent to the defense or prosecution of any legal action.

c. Licensor shall indemnify and hold harmless Licensee from, and shall indemnify Licensee against any loss, liability, claim, damage, expense, penalty or fine, including bodily injury, death and property damage, to the extent arising from the Licensor's negligence or willful misconduct in connection with Licensor's use, management, operations, control, maintenance, repair or improvement of the Premises or other parking areas owned by Licensor, or such actions by its respective employees, representatives, agents, contractors, or invitees for so long as the aforementioned Agreement shall be in effect.

d. For purposes of this Agreement, "Loss" or "Claim" shall mean any obligation; liability; claim; lien or encumbrance; loss; damage; cost, or expense; including, but not limited to, any claim for damage to property or injury to or death of any persons. Each claim for indemnification shall be subject to the following provisions: (i) the indemnity shall cover the indemnitee's costs and expenses, including, without limitation, reasonable attorneys' fees, disbursements and court costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity, whether at trial or on appeal and (ii) indemnitee shall notify indemnitor of any Claim against indemnitee covered by the indemnity within thirty (30) days after it has notice of such Claim. However, indemnitee's failure to notify indemnitor shall in no case prejudice indemnitee's rights unless indemnitor shall be prejudiced by that failure and then only to the extent that indemnitor shall be prejudiced by such failure. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability upon learning of a Claim, the indemnitee may settle such liability and indemnitor's liability shall be conclusively established by that settlement, the amount of such liability to include both the settlement consideration and indemnitee's reasonable costs and expenses, including attorneys' fees, disbursements and court costs incurred in effecting the settlement.

e. The obligations of the parties under this section shall survive the termination or expiration of this Agreement and remain binding upon the parties to this Agreement until fully observed, kept, or performed.

f. Nothing contained in this Agreement shall be construed to affect in any way the rights, privileges and immunities of Licensee, or be intended to serve as a waiver of sovereign immunity, as set forth in Florida Statutes §768.28.

g. The Parties acknowledge and agree that neither party would enter into this Agreement without this indemnification. The parties agree that authorization to use the Premises shall constitute consideration, or alternatively, one percent (1%) of any moneys obtained by Licensor for such use of the Premises shall constitute specific consideration for the indemnification to be provided under the Agreement.

h. Licensor shall be solely responsible for insuring all personal property, not belonging to Licensee, at the Premises against damage or loss of any nature or kind. Licensor acknowledges and agrees that, except for the Licensee's gross negligence or willful misconduct, Licensee assumes no responsibility whatsoever for any personal property placed at the Property.

16. INSURANCE.

Licensee shall maintain General Liability Insurance naming the Licensor as an additionally insured. Licensee's general liability insurance shall be in a minimum amount of \$1 million per claim, \$2 million aggregate for claims arising out of a single occurrence. In addition, all subcontractors of the Licensee, including construction contractors, valet parking operators, and maintenance personnel, shall provide General Liability, Worker's Compensation, and other insurance in like amounts as Licensee, as required by law, also naming Licensee and Licensor as additionally insured. The Licensee's insurance and Licensee's indemnification shall be in effect and applicable for the Premises and for the days, times, and all Licensee invitees and guest invitees' usage. Each Party waives any right or claim for recovery against the other for any property damage or loss (whether caused by negligence or the condition of the Premises or any part thereof) to the extent such damage or loss is covered by an insurance policy required under this Agreement. The Parties shall cause its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the other parties to this Agreement. It is the express intention of the Parties that the waivers contained in this paragraph apply to all matters described in this Agreement, including, without limitation, any matter that is caused in whole or in part by the sole or partial negligence of either Party, or any of their employees, agents, or invitees

17. ATTORNEY'S FEES.

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs, at trial or on appeal. The provisions of this paragraph shall survive the termination of this Agreement.

18. REDELIVERY OF PREMISES.

Upon the expiration or sooner termination of this Agreement, Licensee shall have no further use of the Premises. Any improvements and alterations made to the Premises by Licensee during the Term of the Agreement shall remain on and be surrendered with the Premises at such time.

19. FORCE MAJEURE.

a. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense

(“Force Majeure”). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

b. If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

c. In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

20. WAIVER AND MODIFICATION

a. No waiver by either party with respect to performance, manner, time or any obligation of either party or any condition shall be considered a waiver of that party’s rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations to the other Party. A party’s failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

b. The Parties may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, such changes must be contained in a written amendment executed by both parties with the same formality as this Agreement.

21. LICENSE NOT LEASE.

a. Both parties acknowledge and agree this License shall not be deemed a lease but rather a license granted to Licensee by Licensor to provide the Premises under the conditions and purposes expressed in this Agreement and shall not be construed to be a license to engage in any other uses. Licensee understands and agrees that it takes the Premises in “as is” condition.

b. **No Dedication.** Nothing in this Agreement shall be deemed or construed as a gift, dedication, or offer of dedication of the Premises, or any part thereof, to the public or for any public purpose. Licensor expressly reserves all rights in and to the Premises, and Licensee’s use hereunder shall not constitute an acceptance by the public or by Licensee of any dedication. Neither

shall it create any public right, easement, or interest in the Premises, whether by implication, prescription, or otherwise.

c. **No Property Interest.** This Agreement grants Licensee an exclusive, revocable license to use the Premises only as described in this Agreement and does not create, convey, or grant any easement, leasehold, tenancy, lien, encumbrance, or other interest. Any use by Licensee shall not become an easement, adverse possession claim, or other property right, and Licensee waives any such claims.

22. DEFAULT BY LICENSEE.

a. **Acts Constituting Default.** Licensee will be considered to be in default of this Agreement if any one or more of the following events shall occur:

i. if Licensee fails to pay any License Fee or any other payment due under this Agreement within thirty (30) days after the same becomes due;

i. if Licensee voluntarily abandons, deserts, or vacates the Premises or discontinues its operation at the Premises absent a force majeure; or

iii. if Licensee fails to perform and observe any of the covenants, duties, or terms of this Agreement, in whole or in part, and such breach or default remains uncured for more than thirty (30) days after written notice from the Licensor, or such longer period as may be reasonably required under the circumstances as long as the Licensee commences the cure of such breach or default prior to the expiration of such thirty (30) day period and diligently thereafter pursues the cure of the breach or default to completion. Any such notice of default shall describe in reasonable detail the alleged breach or default.

b. Remedies In Event Of Breach.

i. In the event of any breach of this License by Licensee, Licensor, in addition to any other rights or remedies available by law or under this Agreement, may terminate this Agreement upon thirty days (30) prior written notice. Any property, excluding vehicles owned by the general public, may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Licensee.

ii. Should Licensor at any time terminate this License for any breach, in addition to any other remedy it may have, Licensor may recover from Licensee all damages incurred by reason of the breach.

23. DEFAULT BY LICENSOR.

A breach or default of any of the covenants, duties, or terms of this Agreement by Licensor shall be cause for termination, in whole or in part, of this Agreement, if such breach or default remains uncured for more than thirty (30) days after written notice from Licensor, or such longer period as may be reasonably required under the circumstances as long as the Licensor commences

the cure of such breach or default prior to the expiration of such thirty (30) day period and diligently thereafter pursues the cure of the breach or default to completion. Any such notice of default shall describe in reasonable detail the alleged breach or default.

24. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL; NON-EXCLUSIVITY.

a. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

b. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

c. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

25. EFFECT OF LICENSEE'S HOLDING OVER.

Any holding over after the expiration of the term of this Agreement, with consent of Licensor, shall be construed to be a continued license from month to month. Licensee shall pay the first month at the same monthly License Fee as required to be paid by Licensee for the period immediately prior to the expiration of the term of this Agreement. Each month thereafter, the Licensee shall pay an additional 15% until the License is either renewed or renegotiated. The continued license shall otherwise be on the terms and conditions specified in this Agreement, so far as applicable.

Notwithstanding the foregoing, in no event shall any holdover continued license extend beyond ninety (90) days following the expiration of this Agreement. After such ninety (90) day period, no holdover shall be permitted or recognized under any circumstances, and any continued occupancy shall be deemed unauthorized and subject to all remedies available to Licensor under this Agreement and applicable law.

26. BINDING EFFECT.

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

27. COORDINATOR.

The parties agree that each will designate an individual as the contact person responsible for coordinating events at the subject property. The Licensor designates Tony Orlandi, and the Licensee designates the City Manager, or their designees or successors.

28. SEVERABILITY.

Should any provision of this Agreement or its application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

29. MISCELLANEOUS.

a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory to this Agreement shall be considered for all purposes as original.

b. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement. Both parties agree there are no commitments, agreements, or understandings relevant to the subject matter that are not contained in this Agreement. Accordingly, both parties agree not to deviate from the terms in this Agreement predicated upon any prior representations or agreements, whether oral or written.

c. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both Licensee and Licensor and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against, either party.

d. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

e. The Recital stated above are true and correct and are incorporated by this reference into this Agreement. The Exhibits attached are also incorporated into and made a part of this Agreement.

THIS SPACE IS INTENTIONALLY LEFT BLANK

“LICENSEE”
CITY OF POMPANO BEACH

Attest:

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"LICENSOR"
THE FIRST BAPTIST CHURCH OF POMPANO BEACH

Witnesses:

Barbara Borosky
Signature

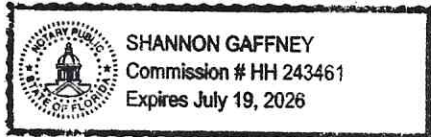
[Signature]
Signature

By: Samuel "Tony" Orlandi
Samuel "Tony" Orlandi
Church Administrator/Resident Agent

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24 day of March, 2026, by SAMUEL "TONY" ORLANDI, Church Administrator/Resident Agent on behalf of LICENSOR First Baptist Church of Pompano Beach, Inc. who is/are personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

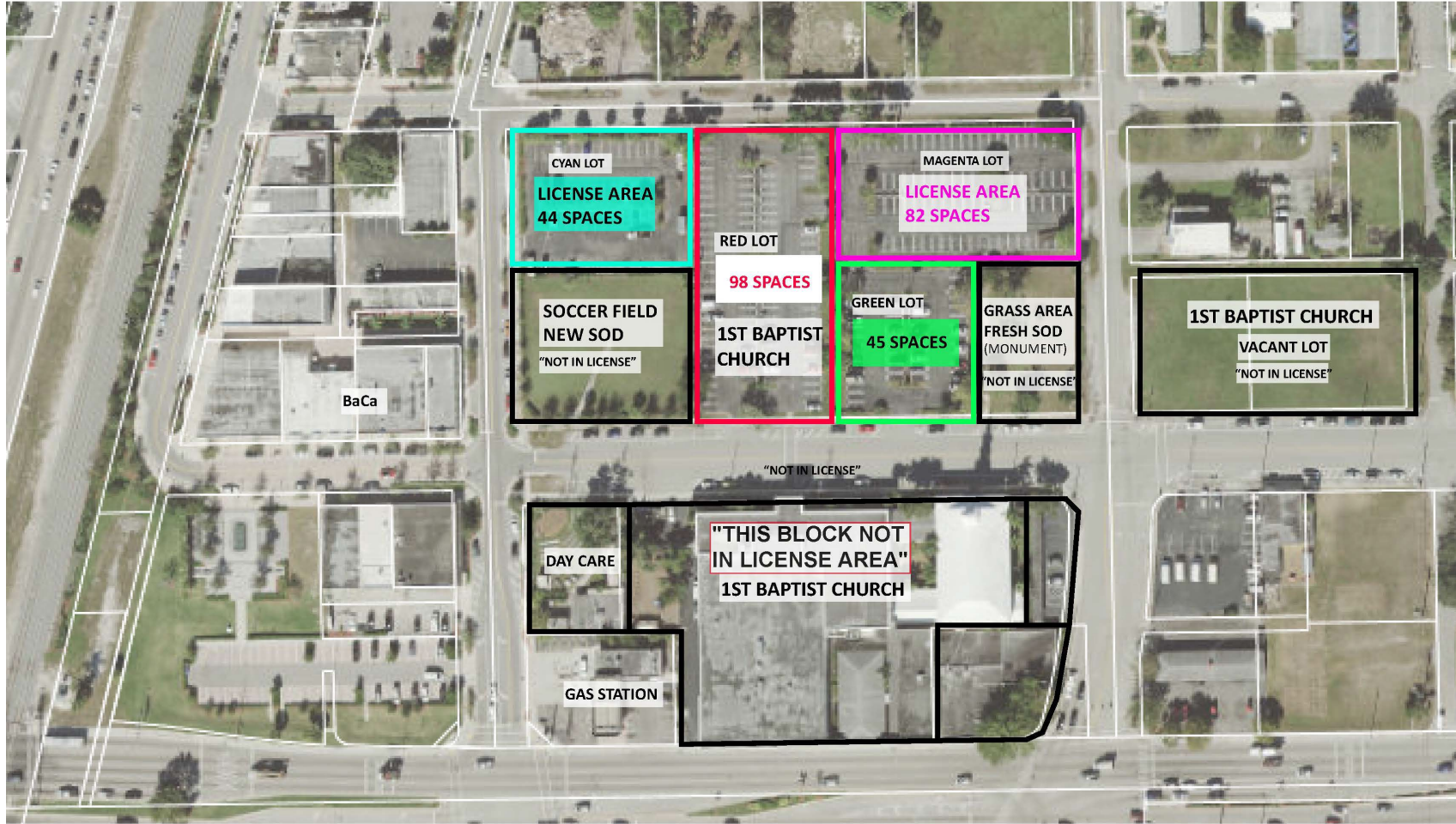


Shannon Gaffney
NOTARY PUBLIC, STATE OF FLORIDA

Shannon Gaffney
(Name of Acknowledger Typed, Printed or Stamped)

HH 243461
Commission Number

EXHIBIT "A"
 EXISTING PARKING 269 SPACES (INCLUDES 6 PARALLEL)



February 13, 2020



Flight Date : Jan. 2 to Jan. 29, 2019
 Base Aerial: Broward County Property Appraiser

